

**SETTLEMENT AGREEMENT BETWEEN THE MISSOURI
STATE BOARD OF REGISTRATION FOR THE HEALING ARTS
AND RAYMOND BENJAMIN KETTING, M.D.**

Come now Raymond Benjamin Ketting, M.D., (hereinafter the "Licensee") and the State Board of Registration for the Healing Arts (hereinafter the "Board") and enter into this agreement for the purpose of resolving the question of whether Dr. Ketting's license as a physician and surgeon will be subject to discipline. Licensee and the Board jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo.

1. Licensee acknowledges that he understands the various rights and privileges afforded by law, including the right to a hearing of the charges against him; the right to appear and be represented by legal counsel; the right to have all charges against him proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against him; the right to present evidence on his own behalf; the right to a decision based upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against the Licensee; and subsequently, the right to a disciplinary hearing before the Board at which time evidence may be presented in mitigation of discipline. Having been advised of these rights provided to the Licensee by operation of law, the Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this agreement and agrees to abide by the terms of this document as they pertain to him.

2. The Licensee acknowledges that he may, at the time this agreement is effective or within fifteen days thereafter, submit this agreement to the Administrative

Hearing Commission for determination that the facts agreed to by the parties constitute grounds for discipline of the Licensee's license.

3. The Licensee acknowledges that he has been informed of his right to consult legal counsel in this matter.

4. The parties stipulate and agree that the disciplinary order agreed to by the Board and the Licensee in Part III herein is based only on the agreement set out in Parts I and II herein. The Licensee understands that the Board may take further disciplinary action against him based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be discovered.

5. The Licensee understands and agrees that the Missouri State Board of Registration for the Healing Arts will maintain this agreement as an open record of the Board as required by Chapters 334, 610, 620 and 621, RSMo, as amended.

I. JOINT STIPULATION OF FACTS

Based upon the foregoing, the Board and the Licensee herein jointly stipulate to the following:

6. The State Board of Registration for the Healing Arts is an agency of the State of Missouri created and established pursuant to §334.120, for the purpose of executing and enforcing the provisions of Chapter 334, RSMo.

7. The Licensee is licensed by the Board as a physician and surgeon, License Number 2006000396. License was first issued on January 6, 2006. Licensee's license is current, and was current and active at all times relevant herein.

Count I

8. The Licensee is licensed to practice medicine and surgery in Kansas at all times relevant herein.

9. The Licensee was certified in general pediatrics by the American Board of Pediatrics (hereinafter the "ABP"), certificate number 59166, from October 9, 1996 through December 31, 2003. The Licensee has not been certified by the ABP since December 31, 2003.

10. In 2005, the Licensee submitted his renewal application to the Kansas Board of Healing Arts. Along with his renewal application, the Licensee also submitted a fraudulent certificate, indicating that he was certified by the American Board of Pediatrics.

11. The Licensee's conduct in this Count is a cause for the Board to discipline his license pursuant to §334.100.2(7), RSMo.

Count II

12. As a result of the Licensee's conduct, as described above in Count I, the ABP assessed a fine of \$5,000 upon the Licensee, declared him ineligible for recertification in general pediatrics, and made him ineligible to apply for any certifying or recertifying exam until 2011.

13. The disciplinary actions imposed on the Licensee by the ABP, as described in the previous paragraph, constitute a cause for the Board to discipline the Licensee's license pursuant to §334.100.2(4)(g), RSMo.

Count III

14. As a result of the Licensee's conduct, as described above in Count I, the Kansas Board of Healing Arts made an inquiry to the ABP for verification of his certification status.

15. Before the Kansas Board of Healing Arts could take disciplinary action against the Licensee's Kansas license, the Licensee allowed this license to expire.

16. The Licensee's action of allowing his Kansas license to expire during an investigation of his certification status with the ABP constitutes a cause for the Board to discipline the Licensee's license pursuant to §334.100.2(8), RSMo.

II. JOINT CONCLUSIONS OF LAW

17. Cause exists to discipline Licensee's license pursuant to Sections and 334.100.2(4)(g), (7), and (8), RSMo, which state:

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered the person's certificate of registration or authority, permit or license for any one or any combination of the following causes:

....

(4) Misconduct, fraud, misrepresentation, dishonesty, unethical conduct or unprofessional conduct in the performance of the functions or duties of any profession licensed or regulated by this chapter, including, but not limited to, the following:

....

(g) Final disciplinary action by any professional medical or osteopathic association or society or licensed hospital or medical staff of such hospital in

this or any other state or territory, whether agreed to voluntarily or not, and including, but not limited to, any removal, suspension, limitation, or restriction of the person's license or staff or hospital privileges, failure to renew such privileges or license for cause, or other final disciplinary action, if the action was in any way related to unprofessional conduct, professional incompetence, malpractice or any other violation of any provision of this chapter;

....

(7) Impersonation of any person holding a certificate of registration or authority, permit or license or allowing any person to use his or her certificate of registration or authority, permit, license or diploma from any school;

(8) Revocation, suspension, restriction, modification, limitation, reprimand, warning, censure, probation or other final disciplinary action against the holder of or applicant for a license or other right to practice any profession regulated by this chapter by another state, territory, federal agency or country, whether or not voluntarily agreed to by the licensee or applicant, including, but not limited to, the denial of licensure, surrender of the license, allowing the license to expire or lapse, or discontinuing or limiting the practice of medicine while subject to an investigation or while actually under investigation by any licensing authority, medical facility, branch of the armed forces of the United States of America, insurance company, court, agency of the state or federal government, or employer;

....

18. The Licensee's conduct, as established by the foregoing facts, falls within the intendments of § 334.100.2, RSMo.

19. Cause exists for the Board to take disciplinary action against the Licensee's license under § 334.100.2, RSMo.

III. JOINT AGREEMENT ON DISCIPLINE

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Board in this matter under the authority of §621.110 RSMo 2000. This agreement, including the disciplinary order, will be effective immediately on the date entered and finalized by the Board. The following are the terms of the disciplinary order:

20. License number 2006000396, issued by the Board to the Licensee, is hereby PUBLICLY REPRIMANDED.

21. If the Licensee is licensed in other jurisdictions, then he shall notify, in writing, the medical licensing authorities of those jurisdictions, within fifteen (15) days of the effective date of this settlement agreement, of the Licensee's disciplinary status in Missouri. The Licensee shall forward a copy of this written notice to the Board contemporaneously with sending it to the relevant licensing authority.

22. For purposes of this agreement, unless otherwise specified in this agreement, all reports, documentation, evaluations, notices, or other materials required to be submitted to the Board in this agreement shall be forwarded to The State Board of Registration for the Healing Arts, Attention: Investigations, P.O. Box 4, Jefferson City, Missouri 65102.

23. In the event The State Board of Registration for the Healing Arts determines that the Licensee has violated any term or condition of this agreement, the Board may in its discretion, vacate this agreement and impose such further discipline as the Board shall deem appropriate.

24. This agreement does not bind the Board or restrict the remedies available to it concerning any other violation of Chapter 334, RSMo, by the Licensee not specifically mentioned in this document.

25. No additional order shall be entered by this Board pursuant to the preceding paragraph of this agreement without notice and an opportunity for hearing before this Board as a contested case in accordance with the provisions of Chapter 536, RSMo. If any alleged violation of this agreement occurred during the disciplinary period, the parties agree that the Board may choose to conduct a hearing before it either during the disciplinary period, or as soon thereafter as a hearing can be held, to determine whether a violation occurred and, if so, may impose further disciplinary action. The Licensee agrees and stipulates that the Board has continuing jurisdiction to hold a hearing to determine if a violation of this agreement has occurred.

26. If the Board determines that the Licensee has violated a term or condition of this settlement agreement, the Board may elect to pursue any lawful remedies afforded it and is not bound by this agreement in its election of remedies concerning that violation.

27. The Licensee hereby waives and releases the Board, its members, and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to §536.087, RSMo, or any claim arising under 42 USC 1983, which may be based upon, arise out of, or relate to any of the matters raised in this agreement, or from the negotiation or execution of this


agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this agreement in that it survives in perpetuity even in the event that any court of law deems this agreement or any portion thereof void or unenforceable.

28. In consideration of the foregoing, the parties consent to the termination of any further proceedings based upon the facts set forth herein.


LICENSEE


Raymond Benjamin Ketting, M.D. Date 12/12/06

BOARD


Tina Steinman Date 12/18/06
Executive Director

Attorney for Licensee Date
Missouri Bar No. _____


Sreenu Dandamudi Date 12/18/06
General Counsel, MO Bar No. 50734

EFFECTIVE THIS 18 DAY OF December, 2006.